

# **FAIRFIELD POLICE DEPARTMENT**



## **REQUEST FOR PROPOSALS TO PROVIDE A NEW BODY WORN CAMERA SOLUTION**

**ISSUE DATE: Friday July 27, 2018**

**PROPOSALS DUE: 3:00pm, Friday August 31, 2018**

### **SUBMIT PROPOSALS TO:**

**Fairfield Police Department  
ATTN: Brad Collins, Lieutenant  
1000 Webster St  
Fairfield, CA 94533**

**IN A SEALED ENVELOPE MARKED:  
BODY WORN CAMERA SOLUTION RFP**

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## **I. INVITATION**

The City of Fairfield (“City”) is soliciting proposals from qualified vendors (hereinafter “Vendors”) to provide the Fairfield Police Department with a body worn camera (“BWC”) solution. In addition to cameras, the successful Vendor will be expected to provide the City with a complete video storage solution that will partner with the body worn cameras to store, manage, retrieve and share captured digital video. The successful Vendor will also provide ongoing maintenance, support, and training services on the equipment, hardware and software for the term of a five (5)-year agreement.

Prospective Vendors must demonstrate experience in designing and maintaining BWC and backend server solutions. The intent of this Request for Proposals (“RFP”) is to acquire a BWC solution for public safety use that offers ease of use, functionality, recording and storage capabilities. Prospective Vendors shall only submit one proposal per firm.

Proposals that do not conform to the mandatory items as provided in this RFP will not be considered.

Based upon results of the review and evaluation, the City may decide to proceed with an offer to one or more Vendors to furnish and deploy units on a permanent basis throughout the Fairfield Police Department. This RFP does not obligate the City to purchase or contract for a BWC solution and/or related products or services either now or in the future.

## **II. BACKGROUND**

The City of Fairfield is centrally located in Northern California between San Francisco and Sacramento, and host to the seat of Solano County. Fairfield covers approximately 40 square miles with a population of approximately 113,000 people. Fairfield is also home to Travis Air Force Base, which operates the largest airlift organization in the U.S. Air Force, and is a major strategic logistics hub for the Pacific. Other major employers in the City of Fairfield include Jelly Belly and Anheuser-Busch.

The Fairfield Police Department is committed to working in partnership with our community to preserve and enhance the quality of life through effective prevention, safety education, and innovative law enforcement. The 123 sworn police officers and 60 civilian employees working in the Department work in various bureaus including Patrol, Investigations, Traffic, Community Services, Administrative Services, Dispatch, Property, and Records. Within those bureaus are specialized units including Gangs, Narcotics, SWAT, Mobile Field Force, Crisis Negotiators, Youth Services, Code Enforcement, Crime Prevention, Homeless Intervention, and Crime Scene Investigations.

The Fairfield Police Department initiated a BWC program in 2013, issuing cameras to every sworn officer, civilian Community Service Officers, and civilian Code Enforcement Officers. In 2017 the City Council adopted a Capital Improvement Project aimed at upgrading the current BWC program. The Council approved the acceptance of the 2017 United States Department of Justice’s Body Worn Camera Policy and Implementation Grant for \$132,720, with a required in-kind match of funds. The federal grant will offset the cost of the BWC program, for which the City has budgeted \$175,000 annually over the next five years.

### III. GOALS AND OBJECTIVES

The Department is seeking to invest in a complete BWC solution that will provide for a highly reliable and durable platform for capturing, managing, storing, and redacting video evidence, and for sharing video electronically with the Solano County District Attorney's Office. The goal of the Fairfield Police Department is to award a five-year contract for the BWC solution, including all equipment and services requested.

### IV. DESIGNATED CONTACT AND COMMUNICATION WITH STAFF

Any explanation desired by a potential vendor regarding the meaning or interpretation of any RFP provision or questions must be submitted in writing via email to the RFP Coordinator, Lieutenant Brad Collins, no later than 3:00 p.m. on Friday August 10, 2018. Lt. Collins is the only individual who may be contacted regarding the RFP and all inquiries should be sent to [bcollins@fairfield.ca.gov](mailto:bcollins@fairfield.ca.gov). Phone inquiries will not receive a response. Responses to the questions will be posted as an Addendum to the RFP by 3:00 p.m. on Friday August 1, 2018 on the City's website.

From the date the RFP is issued until a contract is executed, communication regarding this project between potential vendors and individuals employed by the City is prohibited. Only written communication with the RFP Coordinator is permitted.

Once a determination is announced regarding the selection of a vendor, the vendor will be permitted to speak with person(s) participating in contract negotiations.

Violation of these conditions may be considered sufficient cause to reject a vendor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

- Contacts made pursuant to any pre-existing contracts or obligations; and
- Presentations, key personnel interviews, clarification sessions or discussions to finalize a contract, as requested by the City.

### V. SCHEDULE

#### **Milestone**

Issuance of Request for Proposals  
Written Questions Submission Deadline  
Written Responses from the City  
Proposals Due to City (by 3:00 p.m.)  
Short list established and Vendors notified  
Interviews/ Presentations (if desired by the City)  
Selection and Negotiation with Selected Vendor  
Anticipated Staff Recommendation to Council  
Anticipated Contract Award  
Anticipated Implementation to Begin

#### **Date**

Friday July 27, 2018  
Friday August 10, 2018  
Friday August 17, 2018  
Friday August 31, 2018  
Friday September 7, 2018  
Friday September 14, 2018  
Week of September 17, 2018  
Tuesday October 16, 2018  
Tuesday October 16, 2018  
Thursday November 1, 2018

This schedule reflects anticipated milestones and dates for selecting a proposal. The City reserves the right, at its sole discretion, to adjust the timeline or omit milestones from the schedule as it deems necessary. The City may determine that a period to do field testing is necessary. Vendors must be able to support field tests of a minimum of one month, including all hardware, software, and digital evidence management systems. The City reserves the right, however, to select a vendor based solely on the proposal.

## **VI. PRODUCT SPECIFICATIONS/ SCOPE OF SERVICES**

The proposed BWC solution should meet or exceed the required specifications outlined in this RFP. The successful proposal may provide added value and/or functionality above and beyond the minimum requirements. Any proposal that does not demonstrate that the proposed BWC solution meets the following minimum specifications may be considered non-responsive and ineligible for award of any subsequent contract, in the City's sole discretion. Where the words "will" and "must" are indicated, it means it is a mandatory requirement. Failure to meet any one mandatory requirement will result in the proposal being found non-compliant. Where the words "should", "can", "desirable" and "preferred" are indicated, it means it is a preferable, but not mandatory requirement.

### **A. Camera Hardware**

1. Cameras- the Fairfield Police Department intends to procure 138 Body-Worn Cameras for 123 sworn staff and 15 civilian enforcement staff. Additionally, the Department intends to procure five "point-of-view" cameras for the Traffic Unit. The proposal should allow room to add cameras should staffing increase, both body-worn and "point-of-view." An acceptable number of spare cameras must also be provided, both body-worn and "point-of-view" at the time of the initial procurement, as described more specifically below.
2. Recording Format- Videos must play back in a standard, non-proprietary format that does not require manufacturer-specific replay software.
3. Video Resolution- Videos should record in full color and high definition (720P-1080P is preferred), and record at a minimum 30 frames per second.
4. Video Encoding/ Compression- Videos should use the lowest possible amount of compression in order to maximize the amount of information available for forensic analysis (MPEG-4, H.264, or H.265).
5. Frame Rate- Videos should record at 30 frames per second minimum.
6. Horizontal Field of View- Cameras should have a horizontal field of view not less than 90 degrees. The widest field of view without distorting the image is preferred.
7. Camera Focus- Cameras must continuously autofocus, with image stabilization to prevent motion jitter or blur.
8. Audio Quality- Cameras must be able to clearly capture conversational speech at a distance of three feet without wind or excessive background noise.
9. Audio Resolution and Encoding/ Compression- Should have a sampling rate of 22 kHz and 24-bit capture per microphone.

10. Record Triggering- Cameras should record continuously or be user-triggered or event-triggered.
11. Night-time/ Low-Light Functionality- Cameras should capture video in low-light conditions that would be similar to what the officer can see with his/her own eyes.
12. Synchronization and Metadata- Cameras should automatically generate data about the wearer, location, date, and time of recordings. The device clock must synchronize to an external universal clock to ensure accuracy.
13. Tamper Resistance- Cameras should prohibit recordings from being deleted, edited, or overwritten by the wearer. Once uploaded into the data management system, videos should be automatically cleared from the device without further action by the wearer.
14. Data Transfer- A standard USB2/USB3 compliant connection is preferred. Connections should be standard on devices and docking stations.
15. Data Export- All data should be exported from the device into data management system in its original file format and without loss of quality or associated metadata. Cameras should record an audit log that includes such information as device serial number, power on/off times, charging, start/stop recording, and remaining storage capacity.
16. On-board Storage- Cameras should store a minimum of 16 hours of video at a resolution of 720P.
17. Battery Life- Patrol officers at the Fairfield Police Department work 12 hour shifts that sometimes extend by a few hours. The cameras' batteries should last over 12 hours. Loss of battery life must not cause a loss of video evidence on the device. Camera batteries must be rechargeable, and charge simultaneously with the video download process.
18. Durability- Cameras should withstand considerable and repetitive pressure, vibration, and mechanical shock. Cameras should operate within a temperature range from very cold to very hot and be resistant to common environmental hazards such as dust, condensation, water splashes, and RF interference.
19. Weight and Form- Cameras should be light enough and small enough to not hinder the wearer from performing necessary job functions, especially ones related to officer safety.
20. Pre-Event Buffering- Cameras must have the ability to record video for a time period before camera activation, and should be configurable by Fairfield Police Department to determine the amount of pre-event buffering time.
21. Record Indicator- Cameras should have a visual or other indicator to alert the user that the camera is turned on and recording.
22. Cameras- Vendor must be able to supply both body-worn and "point-of-view" cameras. Cameras should have a variety of mounting options to accommodate normal uniforms, heavy jackets, tactical gear, helmets, lapels, and glasses.
23. Spare Cameras- Vendor must supply an acceptable number of spare cameras. An acceptable number to the City will be no fewer than ten (10) body-worn cameras and one (1) "point-of-view" camera.

24. Docking Stations- A sufficient number of docking stations should be supplied by the Vendor to accommodate each camera. The Fairfield Police Department has off-site work locations and multiple offices that will need docking stations. Docking stations should not need to be wired to a Department computer in order to download video evidence. Wireless download capability is preferred.

## **B. Data Storage**

1. Data Storage- Unlimited cloud storage is mandatory.
2. Minimum Uptime- Uptime percentage should be 99.9%. Vendors must specify a guarantee of uptime percentage and must offer a credit if the uptime percentage guarantee is not met.
3. Data Security- Vendor should have a formal information security program with procedures in place to fix vulnerabilities and prepare for incidents. Cloud storage should be in compliance with Criminal Justice Information Services (CJIS) data protection and transport standards, and be able to demonstrate such compliance. Data should be encrypted both in transit and at rest. Cloud service should offer chain of custody reports, detailed audit logs, and workflow procedures that protect against unauthorized access or accidental deletion of videos. The data storage facility must be located in the United States (lower 48). Vendors must submit a written data security plan and a written disaster recovery plan.
4. Data Ownership- the City shall own all rights to the data and video that is stored at the Vendor's host site, (if applicable) with no transfer, conveyance, assignment, or sharing of data ownership to/with the hosting provider. The City must comply with the City's records retention policy and California Government Code Section 34090 *et seq.* It will be the responsibility of the City to notify the Vendor when the data can be deleted from the Vendor's host site. If, at the end of the term of the contract, the City does not renew the contract with the Vendor, the Vendor must agree to work with City I.T. Department staff to download or otherwise transfer data stored in the Vendor's cloud. Adequate time must be allotted for this process after termination of the contract, based on the amount of data.

## **C. Software**

1. Security- Software should require individual accounts per user, and multi-factor authentication. User and Group permission access levels should be available to assign to different users.
2. Metadata- Software should automatically date and time stamp videos. Automatic collection of GPS location metadata is preferred. Users should be able to add notes, tag videos with case numbers, select event categories, and group multiple videos into case "packages". It is preferred that users can enter this data in the field via mobile application.
3. Computer Aided Dispatch (CAD) Integration- Software should be able to integrate with CAD so that videos are automatically tagged with case numbers, locations, and other available metadata. The Fairfield Police Department uses RIMS by Sun Ridge Systems, Inc. Vendors must have a proven successful track record of integrating with RIMS software.

4. Mobile Integration- Software should be able to store and manage files captured with mobile devices in the field. Officers are issued Apple iPhones for this purpose.
5. Ease of use- Software must be intuitive for users and administrators. Search functions should include searching by user name, case number, location, event category, or other tags.
6. Retention- Software should provide a configurable and easy-to-use structure for automatically managing digital evidence based on the type of event and retention period. Once digital evidence is tagged, the system should be configurable to automatically trigger a workflow process based on the Fairfield Police Department's policy on retention and storage of BWC video. The video management should be automated with rules and associations based on the Fairfield Police Department's BWC video retention policy.
7. Redaction- Software should have redaction capabilities, preferably with automatic redaction features. Redaction tools should be able to blur faces, license plates, or other images, and preferably it would also be able to redact audio only. Software must be able to retain original versions of videos after redaction.
8. Evidence Integrity- Software should have tools to prove that videos are unaltered. Tamper-proof audit logs should record all activities with evidence, including by account administrators. Videos should not be able to be deleted by users without the required permissions.
9. Evidence Sharing- Software should provide for secure digital sharing of evidence, both internally and externally, without data transfer, data duplication, physical media or email attachments. Chain of custody should be logged and access to the evidence including the ability of third parties to view, duplicate, re-share, or download should be controlled by the Fairfield Police Department.
10. Other Digital Evidence- It is preferred that the software be capable of accepting uploads of other third party digital media for the purposes of evidence sharing, including audio, video, and photo evidence.
11. Audit Trail- Software must record an audit trail for all videos and users, and have the option to retain that audit trail indefinitely.

#### **D. Implementation Plan**

1. Contract Term- the Fairfield Police Department desires a minimum five (5)-year agreement that covers repair, and if needed, replacement for all equipment, as well as on-site and/or remote technical assistance for all aspects of the BWC solution.
2. Technical Support- The ideal proposal will include technical support and maintenance for all hardware and software for the life of the contract.
3. Hardware Replacement- Proposal must include a camera replacement schedule to replace camera hardware as newer models become available.
4. Training and Installation- Vendor must provide on-site training for all users and administrators, over multiple days/times to accommodate agency scheduling needs. Vendor must also work with City of Fairfield Building Maintenance and I.T. Department staff for installation of hardware and software.



5. Warranty- Vendor must have an acceptable warranty for all hardware, software, and accessories. An option to extend the minimum warranty is preferred. A return process must be articulated along with a maximum time allowed for replacement of inoperable equipment by the Vendor.

**E. Vendor Qualifications**

1. The Vendor must be a reputable company with a documented history of working with city police departments and county prosecutors' offices, including a minimum of five (5) years of verifiable experience in delivering and maintaining BWC solutions.
2. The Vendor must be able to perform all necessary tasks to provide the Fairfield Police Department with the required products and solutions that conform to or exceed the expectations listed in this RFP. The Vendor must be able to begin implementation on November 1, 2018, with full implementation including training of City staff to be completed by November 30, 2018.
3. Vendor shall disclose and explain any litigation, threatened litigation, investigation, reorganization, receivership, bankruptcy filing, strike, audit, corporate acquisition, unpaid judgments or other action that could have an adverse impact on their ability to provide the required needs. The information should be supported with appropriate documentation, such as a current Dunn & Bradstreet report.
4. Vendor shall disclose and explain whether they have been unable to complete a contract, been removed from a contract, or been replaced during a contract period in the past five years.

The purpose of this RFP is to give Vendors a clear idea of the City's requirements and expectations regarding the products and service being sought. While it is believed that the requirements set forth in this RFP include all elements essential for a complete BWC solution, Vendors submitting proposals are encouraged to include any additional product or accessory they believe has been overlooked or would be beneficial to the Department's BWC program.

**VII. PROPOSAL CONTENT AND FORMAT REQUIREMENTS**

Vendors are requested to organize their proposals into sections with tabs corresponding to the selection criteria listed below. Proposals must be organized in the requested sequence, and have all of the requested information. A screening committee will evaluate the completeness of responses to this RFP. Failure to comply with the requirements of this RFP will render Vendor's submittal non-responsive.

**A. General Information**

1. Company name, address, telephone number, fax number, and email address.
2. Account Representative or point of contact, including contact information if different from above.
3. Letter of introduction on company letterhead, including an overview of the Vendor's background and history with BWC technology.
4. Provide references, including at least three (3) city police departments of similar size and complexity to the Fairfield Police Department. The Vendor

must include a current contact name, title, company, address, telephone number, and email address for each reference.

**B. Proposed Products**

This section should have responses to each of the product specifications and scope of services listed in this RFP.

1. Responses to section 1, Camera Hardware.
2. Responses to section 2, Data Storage
3. Responses to section 3, Software
4. Responses to section 4, Implementation Plan
5. Responses to section 5, Vendor Qualifications.

**C. Staff Qualifications and Related Experience**

1. Staff Qualifications: This section should describe the qualifications of all staff to be assigned to this project. Experience summaries should include their credentials, related experiences, and their proposed roles for this contract. Project team members may not be substituted without prior written approval from the Fairfield Police Department. If the company intends to subcontract any portion of this project, it should be discussed in this section, along with detailed information for each subcontractor. No work may be subcontracted, nor assigned, without prior written approval from the Fairfield Police Department.
2. Related Experience: This section should describe the Vendor's experience in providing the services described in this RFP, including information about previous projects that might be similar in size and scope.

**D. Proposed Fee Structure and Schedule**

The Vendor must provide proposed fees and cost information, consistent with the following:

1. The Vendor should carefully review this RFP and address all items and services in the proposed fee structure and schedule.
2. Even if a Vendor is proposing a package solution, the information in the proposed fee structure should be detailed and broken down by item, type of service, or other applicable measure(s) (cameras, accessories, software, data storage, etc. as described in the product specifications section of this RFP).
3. The fee schedule should include detailed, broken out costs for each of the five (5) years of the contract term, as well as a total not-to-exceed cost of the entire BWC solution through the end of the contract term.
4. This section must clearly identify the costs related to optional services and/or products not requested in the RFP but that are being proposed by the Vendor, if any.
5. Taxable items must be identified and Vendor shall include 8.375% sales tax on those items.
6. Proposed Fee Structure and Schedule shall be included in a separate sealed envelope clearly marked "City of Fairfield Body Worn Camera Solution Cost Proposal".

**E. Standard Form of Services Agreement**

The Vendor shall carefully review the standard contract in on page 22 of this RFP, and include a statement agreeing to its terms or a description of any exceptions or modifications requested to the standard contract.

**F. Location for Proposal Submission**

Vendors shall submit one (1) original signed copy and three (3) copies of the proposal for the BWC Solution. All copies must be bound; double-sided printing is acceptable. Submit all copies to:

Fairfield Police Department  
Attn: Brad Collins, Administrative Services Lieutenant  
1000 Webster Street  
Fairfield, CA 94533

Proposals will be accepted until **3:00 p.m. Friday August 31, 2018.**

**VII. VENDOR SELECTION PROCESS**

**A. Proposal Selection**

A selection panel comprised of Fairfield Police Department staff will evaluate and rank each proposal based its ability to meet the specifications in Section VI, the Vendor's qualifications, and the cost of the proposed BWC solution over the contract term. Proposals will be reviewed to ensure conformance with the requirements of the RFP. The City may select a short list of finalists to interview, but reserves the right to select a Vendor based solely on information provided in the proposals.

The City may commence negotiations after the selection panel completes its evaluation of proposals. A contract may be awarded to the Vendor whose proposal the City determines, in its sole discretion, is the most advantageous to the City and in the City's best interest, or the City may, in its sole discretion, reject all proposals.

**B. Withdrawal of Proposal**

Potential Vendors may request the withdrawal of a posted, sealed proposal prior to the scheduled proposal due date provided the request for withdrawal is submitted to the City in writing. Proposals must be re-submitted and time-stamped in accordance with the RFP requirements in order to be accepted.

No proposal may be withdrawn for a period of 90 calendar days after the due date of the proposal. All proposals received are considered firm offers during this period.

**C. City of Fairfield's Rights**

The issuance of this RFP does not constitute an agreement by the City of Fairfield that any contract will actually be entered into by the City. The City expressly reserves the right at any time to take one or more of the following actions:

1. Issue addenda to this RFP, including to extend or revise the timeline for submittals.

2. Withdraw, reissue, cancel, or modify this RFP without prior notice.
3. Request clarification and/or additional information from any Vendor at any point in the procurement process.
4. Execute an agreement with a Vendor on the basis of the original proposal and/or any other information submitted by the Vendor during the RFP process.
5. Prior to the submission of deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals.
6. Reject any or all proposals, waive irregularities in any proposals, accept or reject all or any part of any proposals, or waive any requirements of this RFP, as may be deemed to be in the best interest of the City of Fairfield.
7. Commence and/or discontinue negotiations with any Vendor or Vendors.
8. Award one contract for the entire BWC solution, or make multiple awards for separate components if it is deemed to be in the best interest of the City.
9. Investigate the qualifications of any Vendor under consideration.
10. Award a contract on a combination of technical, price, and other factors. Price shall not be the sole determining factor for the award this contract.
11. Audio and/or video record any and all live meetings, including conferences, interviews, and field testing with potential and actual Vendors and staff during any and all phases of this RFP process. All recordings shall be deemed confidential until after the award of the contract by the City Council, with the exception of any recordings of open public meetings.

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action of account of any failure by a Vendor to observe any provision of this RFP. Failure by the City to object to an error, omission, or deviation in the proposal in no way will modify the RFP or excuse the Vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

## **IX. GENERAL CONDITIONS**

### **A. Standard Form of Services Agreement**

The successful Vendor will be required to enter into a contract with the City based upon the contents of the RFP and the Vendor's proposal. The City's standard agreement is attached on page 22 of this RFP. The Vendor shall carefully review the standard contract, and include in the proposal a statement agreeing to its terms or a description of any exceptions or modifications requested to the standard contract.

### **B. Subcontracting**

No Vendor shall subcontract any part of the work or services under the contract, without first submitting in the proposal the name and qualifications of the proposed subcontractor who shall perform any part of the work and receiving the City of Fairfield's written approval of the subcontractor. It shall be understood that the Vendor shall be fully and solely responsible for the named sub-contractor and for the work done by the sub-contractor in any service contract scheduled by the City of Fairfield with the Vendor. All applicable terms and conditions arising from the contract will apply to the sub-contractor.

**C. Insurance Requirements**

The Vendor shall agree to provide insurance in accordance with the minimum requirements below. If the Vendor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Vendor agrees to amend, supplement, or endorse the existing coverage to do so. The City of Fairfield will be named as an additional insured showing the following general minimum insurance requirements:

1. Commercial general liability insurance in the amount of \$1 million per occurrence for bodily injury, personal injury and property damage.
2. Automobile insurance in the amount of \$1 million per occurrence.
3. Workers' Compensation insurance to cover its employees in the amount of \$1 million per occurrence for bodily injury or disease.
4. Additional insurance for I.T. Vendor or I.T. Professional Services. Technology Professional Liability (Errors and Omissions) Insurance appropriate to the Vendor's Profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, as well as credit monitoring expenses, with limits sufficient to respond to these obligations.

**D. Business License Requirements**

The company must hold or obtain a business license in the City of Fairfield for any work within City limits.

**E. State Employment Development Department Reporting**

The State Employment Development Department requires the company to provide information to the City stating whether the company is a partnership, corporation or sole proprietorship.

## **F. Confidential Information**

All responses to this RFP become the property of City and will be kept confidential until such time as a recommendation for award of contract has been announced. Thereafter, proposals are subject to public inspection and disclosure under the California Public Records Act (Cal. Government Code Section 6250, et seq.). If a Vendor believes that any portion of its proposal is exempt from public disclosure, such portion may be marked "confidential." City will use reasonable means to ensure that such confidential information is safeguarded, but will not be held liable for inadvertent disclosure of such materials, data and information. Proposals marked "confidential" in their entirety will not be honored and the City will not deny public disclosure of all or any portion of proposals so marked. By submitting information with portions marked "confidential", the Vendor represents it has a good faith belief that such material is exempt from disclosure under the California Public Records Act and agrees to reimburse the City for, and to indemnify, defend and hold harmless City, its officials, officers, employees, and agents from and against: (a) any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses including, (collectively "Claims") arising from or related to the City's non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order. Additionally, the City may request that the Vendor directly defend any action for disclosure of any information marked "confidential."

## **X. REQUIRED FEDERAL CLAUSES**

Contracts made by non-Federal entities using Federal assistance funds must include certain provisions under 2 CFR, §200, Appendix II "Contract Provisions for Non-Federal Entity Contracts under Federal Awards." The required provisions are listed in Exhibit A.

### **A. Breaches and Disputes**

1. Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, unless Vendor mails or otherwise furnishes a written appeal to City. In connection with any such appeal, Vendor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of City shall be binding upon Vendor and Vendor shall abide by the decision.
2. Performance During Dispute - Unless otherwise directed by City, Vendor shall continue performance under this contract while matters in dispute are being resolved.
3. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

4. Rights and Remedies - The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City or Vendor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**B. Equal Employment Opportunity**

Vendor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Vendor shall agree to the following:

1. Vendor shall comply with all the requirements, when applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all Federal, State of California, County of Solano and City of Fairfield laws and ordinances related to employment practices.
2. Vendor shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Vendor. The Vendor agrees to post in conspicuous places, visible to the employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
3. Vendor, in all solicitations or advertisements for employees, placed by, or on behalf of the Vendor, shall state that Vendor is an Equal Opportunity Employer.

**C. Termination**

The right to terminate this agreement, with or without cause, may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this agreement.

1. Termination by Either Party without Cause: The City or Vendor may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination.

2. Termination of Agreement for Cause: The City may by written notice to the Vendor specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination, terminate the whole or any part of this agreement in any of the following circumstances:
- a. If the Vendor fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or
  - b. If the Vendor fails to make progress under this agreement as to endanger performance of this agreement in accordance with its terms, and does not correct such failure within a period of ten days (or longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.
3. Post-Termination:
- a. In the event the City terminates this agreement with or without cause, the City may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.
  - b. Except with respect to defaults of subcontractors, the Vendor shall not be liable for any excess costs if the failure to perform this agreement arises out of causes beyond the control and without the fault or negligence of the Vendor. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a subcontractor, the Vendor shall not be liable for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time and within budgeted resources to permit the Vendor to meet the required delivery schedule or other performance requirements.
  - c. Should the agreement be terminated with or without cause, the Vendor shall provide the City with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the Vendor pursuant to this agreement.
  - d. Upon termination, with or without cause, Vendor will be compensated for the services satisfactorily completed to the date of termination according to compensation provisions contained herein. In no event, shall the total compensation paid Vendor exceed the total compensation agreed to herein.
  - e. If, after notice of termination of this agreement, as provided for in this article, it is determined for any reason that the Vendor was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the agreement was terminated without cause.
  - f. Termination of this agreement shall not terminate any obligation to



indemnify, to maintain and make available any records pertaining to the agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

**D. Clean Air and Water**

1. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and the Clean Water Act (Federal Water Pollution Control Act) as amended (33 U.S.C. §§ 1251-1387). Vendor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the U.S. Department of Justice and the appropriate EPA Regional Office.
2. Vendor also agrees to include these requirements in each subcontract.

**E. Debarment and Suspension**

Vendor shall certify that neither it nor its subcontractor at any tier is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Orders Nos. 12549 and 12689, "Debarment and Suspension."

**F. Lobbying Restrictions**

Vendor must submit a certificate as an attachment to the proposal, certifying the following:

1. Vendor will refrain from using Federal assistance funds to support lobbying.
2. Vendor will comply, and assure the compliance of each third party Vendor at any tier and each subcontractor at any tier, with "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.
3. Vendor will comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

## **CITY OF FAIRFIELD**

### **TECHNOLOGY SOFTWARE-AS-A-SERVICE (SaaS) AGREEMENT**

This AGREEMENT is made at Fairfield, California, as of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between the City of Fairfield, a municipal corporation (the "City") and \_\_\_\_\_ ("Service Provider"), who agree as follows:

1) **SERVICES**. Subject to the terms and conditions set forth in this Agreement, Service Provider shall provide to the City the services described in Exhibit "A" (the "Scope of Services"), which consists of the following: (a) Exhibit A-1 – Statement of Work, (b) Exhibit A-2 – Product Schedule, (c) Exhibit A-3 – Service Level Agreement, (d) Exhibit A-4 - City's Request for Proposal ("RFP"), (e) Exhibit A-5 – Service Provider's response to RFP. Service Provider shall provide Services at the time, place, and in the manner specified in Exhibit "A."

2) **PAYMENT**. City shall pay Service Provider for the services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to Service Provider for services rendered pursuant to this Agreement. Service Provider shall submit all billings for said services to the City in the manner specified in Exhibit "B."

3) **FACILITIES AND EQUIPMENT**. Service Provider shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services pursuant to this Agreement.

4) **COMPLETE AGREEMENT**. The provisions set forth in Exhibits "A," "B," "C," and "D" are part of this Agreement. In the event of any inconsistency between the general provisions of Exhibit "C" and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control. All provisions in this Agreement control over any provision in Exhibit "A." In the event of a disagreement among the documents comprising Exhibit "A," Exhibit A-1 controls over Exhibits A-2 through A-5; Exhibit A-2 controls over Exhibits A-3 through A-5; Exhibit A-3 controls over Exhibits A-4 through A-5; and Exhibit A-4 controls over Exhibit A-5.

5) **INSURANCE REQUIREMENTS**. The insurance requirements set forth in Exhibit "D" are part of this Agreement. Notwithstanding any other provision to the contrary, in the event of any inconsistency between any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) **EXHIBITS**. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

7) **TERM**. This Agreement shall be effective upon the Effective Date and shall remain in effect for a period of five (5) years following the Effective Date (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for additional one (1) year terms, unless terminated pursuant to this Agreement or the City Manager, or his/her designee, provides Service Provider written notice of the City's intent to not renew the Agreement.

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: \_\_\_\_\_  
(signature)

Printed: \_\_\_\_\_

Service Provider

By: \_\_\_\_\_  
(signature)

Printed: \_\_\_\_\_

## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

Services are described more particularly in the following exhibits, which comprise this Exhibit A:

- Exhibit A-1 – Statement of Work
- Exhibit A-2 – Product Schedule
- Exhibit A-3 – Service Level Agreement
- Exhibit A-4 – City’s Request for Proposal (“RFP”), and
- Exhibit A-5 – Service Provider’s response to RFP

## Exhibit “A-1”

### Statement of Work

- 1.0 DEFINITIONS:** In this Agreement, the following terms have the following meanings, and all other capitalized terms have the meaning given to them elsewhere in this Agreement:
- 1.01 “Authorized Persons”** as used in this document means the Service Provider’s employees, contractors, subcontractors or other agents who need to access the public jurisdiction’s personal data to enable the Service Provider to perform the services required.
- 1.02 “Data Breach”** as used in this document means the unauthorized access by non-authorized person/s that result in the use, disclosure or theft of a public jurisdiction’s unencrypted personal data.
- 1.03 “Follow-the-sun”** is a workflow model in which work is passed on to the offices located in different time zones. In this way work is done round-the-clock thereby reducing the support duration and increasing the responsiveness.
- 1.04 “Individually Identifiable Health Information”** as used in this document means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- 1.05 “Non-Public Data”** means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the public jurisdiction because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
- 1.06 “Personal Data”** means data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g. Social Security, driver’s license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
- 1.07 “Protected Health Information” (PHI)** as used in this document is individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
- 1.08 “Personally Identifiable Information” (PII)** PII refers to a combination of data

elements (e.g. Social Security number, driver's license or other government-issued identification number, passport number, financial account number, or credit or debit card number in combination with security codes) that, when linked to the individual's first name or first initial and their last name, and not encrypted or otherwise could lead to the loss, theft or unauthorized use of the individual's personal information.

**1.09 "Public Jurisdiction"** means the City of Fairfield.

**1.10 "Public Jurisdiction Data"** as used in this document means all data created or in any way originating with the public jurisdiction, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the public jurisdiction, whether such data or output is stored on the public jurisdiction's hardware; the Service Provider's hardware or exists in any system owned, maintained or otherwise controlled by the public jurisdiction or by the Service Provider.

**1.11 "Public Jurisdiction Identified Contact"** means the person or persons designated in writing by the public jurisdiction to receive security incident or breach notification.

**1.12 "Security Incident"** means the potentially unauthorized access by non-authorized persons to personal data or non-public data that could reasonably result in the use, disclosure or theft of a public jurisdiction's unencrypted personal data or non-public data within the possession or control of a Service Provider. A security incident may or may not turn into a data breach.

**1.13 "Service Level Agreement" (SLA)** means a written agreement between both the public jurisdiction and the Service Provider that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises (i.e., metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed and (6) any remedies for performance failures.

**1.14 "Service Provider"** means the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

**1.15 "Software-as-a-Service" (SaaS)** means the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

**1.16 "Statement of Work"** is a written statement in a solicitation document or contract that describes the public jurisdiction's service needs and expectations.

## **2.0 DESCRIPTION OF SERVICES**

### **2.1 Scope of Services**

The scope of services to be performed by Service Provider under this Agreement is as described in this Statement of Work in Exhibit A of this Agreement.

### **2.2 Data Ownership**

The public jurisdiction will own all right, title and interest in its data that is related to the services provided by this contract. SERVICE PROVIDER shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the public jurisdiction's written request.

### **2.3 Data Protection**

Protection of personal privacy and data shall be an integral part of the business activities of the Service Provider to ensure there is no inappropriate or unauthorized use of public jurisdiction information at any time. To this end, the Service Provider shall safeguard the confidentiality, integrity and availability of public jurisdiction information and comply with the following conditions:

- a. The Service Provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Service Provider applies to its own personal data and non-public data of similar kind.
- b. All data obtained by the Service Provider in the performance of this contract shall become and remain the property of the public jurisdiction.
- c. All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Service Provider is responsible for encryption of the personal data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of this contract.
- d. Unless otherwise stipulated, the Service Provider shall encrypt all non-public data at rest and in transit. The public jurisdiction shall identify data it deems as non-public data to the Service Provider. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- e. At no time shall any data or processes – that either belong to or are intended for the use of a public jurisdiction or its offers, agents or employees – be copied, disclosed or retained by the Service Provider or any party related to the Service Provider for subsequent use in any transaction that does not include the public jurisdiction.
- f. The Service Provider shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

## **2.4 Data Location**

The Service Provider shall provide its services to the public jurisdiction and its end users solely from data centers in the U.S. Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The Service Provider shall not allow its personnel or contractors to store public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Service Provider shall permit its personnel and contractors to access public jurisdiction data remotely only as required to provide technical support. The Service Provider may provide technical user support on a 24/7 basis using a "Follow the Sun" model, unless otherwise prohibited in this contract.

## **2.5 Security Incident**

Service Provider shall inform the public jurisdiction of any security incident or data breach.

- a. Incident Response: The Service Provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the public jurisdiction should be handled on an urgent as-needed basis, as part of Service Provider communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
- b. Security Incident Reporting Requirements: The Service Provider shall report a security incident to the appropriate public jurisdiction identified contact immediately as defined in the SLA.
- c. Breach Reporting Requirements: If the Service Provider has actual knowledge of a confirmed data breach that affects the security of any public jurisdiction content that is subject to applicable data breach notification law, the Service Provider shall (1) promptly notify the appropriate public jurisdiction identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

## **2.6 Breach Responsibilities**

This section only applies when a data breach occurs with respect to personal data within the possession or control of the Service Provider.

- a. The Service Provider, unless stipulated otherwise, shall immediately notify the appropriate public jurisdiction identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- b. The Service Provider, unless stipulated otherwise, shall promptly notify the appropriate public jurisdiction identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. The Service Provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach,



- including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- c. Unless otherwise stipulated, if a data breach is a direct result of the Service Provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the Service Provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonable determined by Service Provider based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.

## **2.7 Notification of Legal Requests**

The Service Provider shall contact the public jurisdiction upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the public jurisdiction's data under this contract, or which in any way might reasonably require access to the data of the public jurisdiction. The Service Provider shall not respond to subpoenas, service of process and other legal requests related to the public jurisdiction without first notifying the public jurisdiction, unless prohibited by law from providing such notice.

## **2.8 Termination and Suspension of Service**

- a. In the event of a termination of the contract, the Service Provider shall implement an orderly return of public jurisdiction data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of public jurisdiction data.
- b. During any period of service suspension, the Service Provider shall not take any action to intentionally erase any public jurisdiction data.
- c. In the event of termination of any services or agreement in entirety, the Service Provider shall not take any action to intentionally erase any public jurisdiction data for a period of:
- 10 days after the effective date of termination, if the termination is in accordance with the contract period;
  - 30 days after the effective date of termination, if the termination is for convenience;
  - 60 days after the effective date of termination, if the termination is for cause.

After such period, the Service Provider shall have no obligation to maintain or provide any public jurisdiction data and shall thereafter, unless legally prohibited, delete all public jurisdiction data in its systems or otherwise in its possession or under its control.

- d. The public jurisdiction shall be entitled to any post- termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the SLA.

- e. The Service Provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction.

## **2.9 Background Checks**

The Service Provider shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Service Provider shall promote and maintain an awareness of the importance of securing the public jurisdiction's information among the Service Provider's employees and agents.

## **2.10 Access to Security Logs and Reports**

The Service Provider shall provide reports to the public jurisdiction in a format as specified in the SLA agreed to by both the Service Provider and the public jurisdiction. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all public jurisdiction files related to this contract.

## **2.11 Contract Audit**

The Service Provider shall allow the public jurisdiction to audit conformance to the contract terms. The public jurisdiction may perform this audit or contract with a third party at its discretion and at the public jurisdiction's expense.

## **2.12 Data Center Audit**

The Service Provider shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. The Service Provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

## **2.13 Change Control and Advance Notice**

The Service Provider shall give advance notice (to be determined at the contract time and included in the SLA) to the public jurisdiction of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

## **2.14 Security**

The Service Provider shall disclose its non-proprietary security processes and technical limitations to the public jurisdiction such that adequate protection and flexibility can be attained between the public jurisdiction and the Service Provider. For example: virus checking and port sniffing — the public jurisdiction and the Service Provider shall understand each other's roles and responsibilities.

**2.15 Non-disclosure and Separation of Duties**

The Service Provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of public jurisdiction data to that which is absolutely necessary to perform job duties.

**2.16 Import and Export of Data**

The public jurisdiction shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Service Provider. This includes the ability for the public jurisdiction to import or export data to/from other Service Providers.

**2.17 Responsibilities and Uptime Guarantee**

The Service Provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Service Provider. The system shall be available

24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

**2.18 Subcontractor Disclosure**

The Service Provider shall identify all of its strategic business partners related to services provided under this contract, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Service Provider, and who shall be involved in any application development and/or operations.

**2.19 Right to Remove Individuals**

The public jurisdiction shall have the right at any time to require that the Service Provider remove from interaction with public jurisdiction any Service Provider representative who the public jurisdiction believes is detrimental to its working relationship with the Service Provider. The public jurisdiction shall provide the Service Provider with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the Service Provider shall immediately remove such individual. The Service Provider shall not assign the person to any aspect of the contract or future work orders without the public jurisdiction's consent.

**2.20 Business Continuity and Disaster Recovery**

The Service Provider shall provide a business continuity and disaster recovery plan upon request and ensure that the public jurisdiction's recovery time objective (RTO) of XXX hours/days is met. [XXX shall be negotiated by both parties.]

**2.21 Compliance with Accessibility Standards**

The Service Provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

**2.22 Web Services**

The Service Provider shall use Web services exclusively to interface with the

public jurisdiction's data in near real time when possible.

### **2.23 Encryption of Data at Rest**

The Service Provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data, unless the public jurisdiction approves the storage of personal data on a Service Provider portable device in order to accomplish work as defined in the statement of work.

**Exhibit “A-2”**

**Product Schedule**

**Exhibit “A-3”**

**Service Level Agreement**

**Exhibit “A-4”**

**City’s Request For Proposal (RFP)**

[See attached]

**Exhibit “A-5”**

**Service Provider’s Response to RFP**



## **EXHIBIT "B"**

### **PAYMENT**

1. The price for Services rendered by Service Provider shall be \$\_\_\_\_\_ annually, which is based on fees for Services provided for a 5-year period. The total contract price shall not exceed \$\_\_\_\_\_ over the 5-year term.
2. City shall pay Service Provider within 30 days after receipt of Service Provider's invoice.
3. The obligation to pay for Services shall commence upon installation of hardware and software and completion of training services.
4. Service Provider shall be responsible for all costs and expenses incurred by Service Provider, personnel of Service Provider and subcontractors of Service Provider, in connection with this Agreement, including, without limitation, payment of salaries, fringe benefit contributions, payroll taxes, withholding taxes, and other taxes or levies, office overhead expenses, travel expenses, telephone and other telecommunication expenses, and document reproduction expenses.

## EXHIBIT "C"

### **GENERAL PROVISIONS**

- 1) INDEPENDENT SERVICE PROVIDER. At all times during the term of this Agreement, Service Provider shall be an independent contractor and shall not be an employee of City. City shall have the right to control Service Provider only insofar as the results of Service Provider's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Service Provider accomplishes services rendered pursuant to this Agreement.
- 2) LICENSES; PERMITS; ETC. Service Provider represents and warrants to City that Service Provider has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Service Provider to practice Service Provider's profession. Service Provider represents and warrants to City that Service Provider shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Service Provider to practice his profession.
- 3) TIME. Service Provider shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Service Provider's obligations pursuant to this Agreement.
- 4) SERVICE PROVIDER NOT AN AGENT. Except as City may specify in writing, Service Provider shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Service Provider shall have no authority, express or implied, pursuant to this Agreement, to bind City to any obligation whatsoever.
- 5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
- 6) PERSONNEL. Service Provider shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Service Provider to perform services pursuant to this Agreement, Service Provider shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.
- 7) STANDARD OF PERFORMANCE. Service Provider shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which Service Provider is engaged in the geographical area in which Service Provider practices his profession. All products which Service Provider delivers to City pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in Service Provider's profession. City shall be the sole judge as to whether the product of the Service Provider is satisfactory.
- 8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the City at the discretion of the City Manager, or his/her designee, upon written notification to Service Provider. Service Provider is entitled to receive full payment for all services performed

and all costs incurred up to and including the date of receipt of written notice to cease work on the project. Service Provider shall be entitled to no further compensation for work performed after the cancellation date. All completed and incomplete reports and documents of the Service Provider provided under this Agreement up to the date of receipt of written notice to cease work shall become the property of City.

9) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and Service Provider is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, Service Provider shall hold harmless, defend and indemnify the City, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Service Provider, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or Service Provider is not a design professional as defined in subsection 10(a) above, to the fullest extent allowed by law, Service Provider shall indemnify, defend, and hold harmless the City, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, serious errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by Service Provider or any person directly or indirectly employed by or acting as agent for Service Provider in the performance of this Agreement, including the concurrent or successive passive negligence of the City, its officers, agents, employees or volunteers.

It is understood that the duty of Service Provider to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Service Provider from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

Service Provider's responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

10) PROHIBITED INTERESTS. No employee of the City shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the City if this provision is violated.

11) LOCAL EMPLOYMENT POLICY. The City desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The City encourages an active affirmative action program on the part of its contractors, sub-contractors, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

12) SERVICE PROVIDER NOT A PUBLIC OFFICIAL. Service Provider is not a "public official" for purposes of Government Code §§ 87200 et seq. Service Provider conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal contract monitoring. In addition, Service Provider possesses no authority with respect to any City decision beyond these conclusions, advice, recommendation, or counsel.

13) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the City executes an agreement for or makes payment to Service Provider in the amount of \$600 (six hundred dollars) or more in any one calendar year, Service Provider shall provide the following information to City to comply with Employment Development Department (EDD) reporting requirements:

a) Whether Service Provider is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non- profit corporation or other form of organization.

b) If Service Provider is doing business as a sole proprietorship, Service Provider shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If Service Provider is doing business as other than a sole proprietorship, Service Provider shall provide Service Provider's federal tax identification number.

14) NOTICES. All notices shall be given in writing to the following addresses or other such addresses as the parties may designate by written notice:

To City:           City of Fairfield  
                      Attn: Ron Puccinelli  
                      c/o IT Division  
                      1000 Webster Street  
                      Fairfield, California 94533

To Service Provider:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15) GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of Solano.

16) PROPRIETARY AND CONFIDENTIAL INFORMATION. Service Provider agrees that all of the information it obtains from City constitutes City's confidential property ("Confidential Information") regardless of whether such information is pre-marked as confidential or in any other manner to indicate its confidential nature. Except as expressly authorized herein, Service Provider agrees to hold in confidence and not disclose any Confidential Information. Service Provider further agrees to establish such systems and procedures as may be reasonable to maintain City's Confidential Information. Service Provider's nondisclosure obligation shall not apply to information which Service Provider can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of Service Provider; (c) is rightfully obtained by Service Provider from a third party without breach of any confidentiality obligation; or (d) is required to be disclosed pursuant to the order or requirement of a court, administrative agency, federal law, foreign state law, California state law, applicable regulatory authorities, or other governmental body.

17) DIVULGING OF CONFIDENTIAL OR PROPRIETARY INFORMATION. Should City require the services of a third party to operate, maintain or modify the Product(s) nothing in this Agreement shall preclude City from doing so. City shall provide Service Provider with as much notice as practicable before utilizing or divulging any proprietary information or trade secrets so that Service Provider may coordinate and or limit the delivery of said information to the third party necessary to accomplish said operation, modification or maintenance. Any third party receiving Confidential or Proprietary Information or trade secrets under this paragraph must agree to the same prohibition against disclosure as City.

## EXHIBIT "D"

### INSURANCE REQUIREMENTS

Service Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, its agents, representatives, or employees.

#### 1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

#### 2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- ☒ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$2,000,000 per occurrence.
- ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Fidelity / Crime / Dishonesty Bond in the minimum amount of \$\_\_\_\_\_
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$\_\_\_\_\_.

### 3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Service Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Service Provider; products and completed operations of the Service Provider; premises owned, occupied or used by the Service Provider; and automobiles owned, leased, hired or borrowed by the Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the Service Provider's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- iv) The Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Service Provider's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or

proceeds available to the named insured, whichever is greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

d) VERIFICATION OF COVERAGE. Service Provider shall furnish the City with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City or on forms equivalent to CG 20 10 11 85 subject to City approval. All insurance certificates and endorsements are to be received and approved by the City before work commences. At the request of the City, Service Provider shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

e) SUB-CONTRACTORS. Service Provider shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of Service Provider to verify existence of sub-contractor's insurance shall not relieve Service Provider from any claim arising from sub-contractors work on behalf of Service Provider.